

34477

xxxx5687

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

José J. Gómez Falgas,

Debtor(s).

America's Servicing Company as Sercicer For
Wellsfargo N.A.,
Movant,

José J. Gómez Falgas,
Debtor-Respondent,

Alejandro Oliveras Rivera,
Trustee

CASE NO: **08-08855 SEK**

CHAPTER: **13**

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **America's Servicing Company as servicer for Wellsfargo N.A.**, hereinafter referred to as "**Wellsfargo**", by the undersigned attorney, and very respectfully alleges and prays:

1. José J. Gómez Falgas hereinafter will be referred to as "**the debtor**".
2. Wellsfargo, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.

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3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. Wellsfargo, is the holder in due course of a mortgage note in the principal sum of \$112,412.00 bearing interest at 6.00% per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public Rosario González Rosa on January 30, 2003, deed number 19 ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences Wellsfargo's secured status.
5. The debtor's payment plan requires that the debtor make monthly regular post petition payments directly to Wellsfargo.
6. The debtor has not made the monthly installments due to movant having incurred in a total of 5 post-petition installments in arrears to Wellsfargo amounting to \$4,536.95. See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.
7. The debtor's failure to make payments due under the mortgage note, results in the debtor's material default with the terms of the plan.
8. Wellsfargo has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtor has failed to make post petition payments

as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.

9. In view of the foregoing Wellsfargo respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.
10. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, Wellsfargo respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to Wellsfargo and authorizing Wellsfargo to proceed with the foreclosure of the mortgage against the property of the debtor, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I **HEREBY CERTIFY** that this th 2 day of September 2010 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee Alejandro Oliveras Rivera and to the debtor's attorney, Marilyn Valdés Ortega.

MARTINEZ & TORRES LAW OFFICES
P.O. Box 192938
San Juan, PR 00919-2938
Tel. (787) 767-8244: Fax (787) 767-1183

s/ Vanessa M Torres Quiñones

Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

WELLS FARGO, N.A.
ITEMIZED STATEMENT ARREARAGE

EXHIBIT _____

CASE NUMBER:	08-08855-SEK13
DEBTOR(s):	JOSE JAVIER GOMEZ FALGAS
LOAN NUMBER:	XXXXXX5687

Post Petition Payments due	\$3,736.95
Number of Payments	5/10-9/10
Monthly Payment Amount	\$747.39

Bankruptcy Legal Fees and Costs	\$800.00
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TOTAL AMOUNT OF ARREARAGE	<u>\$4,536.95</u>
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Principal Balance	\$100,594.94
Per Diem	\$16.54

The subscribing authorized representative of AMERICA'S SERVICING COMPANY AS SERVICER FOR WELLS FARGO BANK, NA AND ITS SUCCESSORS AND/OR ASSIGNS. (hereinafter "ASCF") declares under penalty of perjury that according to the information gathered from ASCF's records relating to the above referenced secured loan the foregoing information is true and correct. The subscribing representative of ASCF further declares under penalty of perjury that ASCF is the holder in due course of the mortgage note secured with the mortgage deed made reference to in the motion for relief from stay and that the original note is in its possession.

Date: <u>8-30-10</u>	Signature: <u>Victor L. Parker</u>
	Print Name: <u>Victor L. Parker</u>
	Authorized Representative

09-03697(PR)(ASCF).stm

Commonwealth of Puerto Rico

FHA CASE NO. 501-6779323

-----MORTGAGE NOTE-----

-----PAGARE HIPOTECARIO-----

US \$ 112,412.00

JANUARY 30, 2003

1. "Borrower" means each person signing at the end of this Note, and the
1. "Deudor Hipotecario" significa cada persona que firma al final de este Pagare y, sus
person's successors and assigns. "Lender" means
sucesores y cesionarios. "Acreedor Hipotecario" significa

ISLAND FINANCE PUERTO RICO INC. d/b/a ISLAND MORTGAGE

and its successors and assigns.
y sus sucesores y cesionarios.

2. In return for a loan received from Lender, Borrower promises to pay
2. A cambio de un préstamo recibido del Acreedor Hipotecario, el Deudor Hipotecario se
the principal sum of ONE HUNDRED TWELVE THOUSAND FOUR HUNDRED TWELVE DOLLARS
obliga a pagar la cantidad principal de

Dollars (U.S.\$ 112,412.00), plus interest, to the order of the
Dólares (U.S.\$), más intereses, a la orden

Lender. Interest will be charged on unpaid principal, from the date of
del Acreedor Hipotecario. Se cargará intereses sobre el principal adeudado, desde la fecha
disbursement of the loan proceeds by Lender, at the rate of SIX
en que el Acreedor Hipotecario desembolse el producto del préstamo a razón de

7.6%
per cent (7.6 %) per year until the full amount of principal
por ciento (7.6 %) anual hasta que el principal haya sido totalmente
has been paid.
pagado.

3. Borrower's promise to pay is secured by a mortgage that is dated the
3. La obligación de pagar del Deudor Hipotecario está garantizada por una hipoteca, otor-
same date as this Note and called the "Security Instrument". The Security
gada en la misma fecha de este Pagare, denominada "Hipoteca". La Hipoteca protege al Acree-
Instrument protects the Lender from losses which might result if Borrower
dor Hipotecario de pérdidas que podrían resultar si el Deudor Hipotecario incumpliere con los
defaults under this Note.
términos de este Pagare.

4. (A) Borrower shall make a payment of principal and interest to Lender
4. (A) El Deudor Hipotecario hará un pago de principal más intereses, al Acreedor Hipo-
on the first day of each month beginning on MARCH 2003. Any
tecario el primer día de cada mes, comenzando en de 20. Cualquier prin-
principal and interest remaining on the first day of FEBRUARY, 2033, will
cipal más intereses adeudados al día primero de del 20, vencerá en esa
be due on that date, which is called the maturity date.
misma fecha que es denominada la fecha de vencimiento.

(B) Payment shall be made at the address notified to Borrower at
(B) El pago será efectuado en la dirección notificada al Deudor Hipotecario en el

closing or at such place as Lender may designate in writing by notice to
cierre o en cualquier otro lugar que el Acreedor Hipotecario designe por escrito con notifi-
Borrower.
cación al Deudor Hipotecario.

(C) Each monthly payment of principal and interest will be in the
(C) Cada pago mensual de principal más intereses será por la cantidad de

amount of SIX HUNDRED SEVENTY THREE DOLLARS AND NINETY SEVEN CENTS (U.S.\$ 673.97)
(U.S.\$)

This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument. -----

5. Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. -----

5. El Deudor Hipotecario tiene el derecho de pagar la deuda evidenciada por este Pagaré, total o parcialmente, sin recargo ni penalidad, el primer día de cualquier mes. El Acreedor

Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent

Hipotecario aceptará el prepago cualquier otro día siempre que el Deudor Hipotecario pague intereses en la cantidad prepagada por el resto del mes requerido por el Acreedor Hipotecario

required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due

y permitido por la reglamentación del Secretario. Si el Deudor Hipotecario hace prepagos parciales, no habrá cambios en la fecha de vencimiento o la cantidad de pago mensual a menos

date or in the amount of monthly payment unless Lender agrees in writing to those changes. -----

those changes. -----

6. (A) If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by

6. (A) Si el Acreedor Hipotecario no hubiere recibido el pago total mensual requerido por la Hipoteca, tal como se describe en el párrafo 4(c) de este Pagaré, al cabo de quince

the end of fifteen (15) calendar days after the payment is due, Lender may collect a late charge in the amount of four percent (4.00%) of the overdue

(15) días calendarios después del vencimiento del pago, el Acreedor Hipotecario podrá cobrar un recargo por demora en la cantidad de un cuatro por ciento (4.00%) de la suma atrasada de

amount of each payment. -----

(B) If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary

(B) Si el Deudor Hipotecario incumpliere por no efectuar el pago completo de cualquier pago mensual, entonces, el Acreedor Hipotecario podrá, sujeto a las limitaciones reglamentarias del Secretario para el caso de incumplimiento por falta de pago, exigir el pago

in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may

mentarias del Secretario para el caso de incumplimiento por falta de pago, exigir el pago principal balance remaining due and all accrued interest. Lender may

total inmediato del saldo impagado del principal y de todos los intereses acumulados. El choose not to exercise this option without waiving its rights in the event

Acreedor Hipotecario podrá elegir no ejercitar esta opción sin renunciar a sus derechos en of any subsequent default. In many circumstances regulations issued by the

caso de cualquier incumplimiento subsiguiente. En muchas circunstancias las reglamentaciones Secretary will limit Lender's rights to require immediate payment in full

emitidas por el Secretario limitan los derechos del Acreedor Hipotecario para exigir el pago in the case of payment defaults. This Note does not authorize acceleration

total inmediato por incumplimiento en el pago de plazos vencidos. Este Pagaré no autoriza la when not permitted by HUD regulations. As used in this Note, "Secretary"

aceleración de su vencimiento cuando los reglamentos de HUD no lo permitan. Tal como se usa means the Secretary of Housing and Urban Development or his or her

en este Pagaré, la palabra "Secretario" significa el Secretario del Departamento de designee. -----

Desarrollo Urbano y Vivienda de los Estados Unidos de América o su representante. -----

Document Page 7 of 12

(C) If Lender has required immediate payment in full, as described
 (C) Si el Acreedor Hipotecario ha exigido el pago total inmediato, según se describe
 above, Lender may require Borrower to pay costs and expenses including rea-
 anteriormente, podrá requerirle al Deudor Hipotecario que pague costas y gastos, incluyendo
 sonable and customary attorney's fees for enforcing this Note to the extent
 honorarios de abogado razonables y acostumbrados, hasta el máximo por la ley aplicable para
 not prohibited by applicable law. Such fees and costs shall bear interest
 exigir el cumplimiento de este Pagare. Dichos honorarios, costas y gastos devengarán
 from the date of disbursement at the same rate as the principal of this
 intereses, desde el día de su desembolso, al mismo tipo que el principal de este Pagare.-----
 Note.-----

7. Borrower and any other person who has obligations under this Note
 7. El Deudor Hipotecario y cualquier otra persona que esté obligada bajo este Pagare,

waive the rights of presentment and notice of dishonor. "Presentment"
 remuncian a los derechos de presentación y aviso de rechazo. "Presentación" significa el

means the right to require Lender to demand payment of amounts due.
 derecho de requerirle al Acreedor Hipotecario que demande el pago de las cantidades vencidas.

"Notice of Dishonor" means the right to require Lender to give notice to
 "Aviso de Rechazo" significa el derecho de requerirle al Acreedor Hipotecario notificar a

other persons that amounts due have not been paid.-----
 otras personas que las cantidades vencidas no han sido pagadas.-----

8. Unless applicable law requires a different method, any notice that
 8. Salvo que el Derecho aplicable requiera un método distinto, cualquier notificación que

must be given to Borrower under this Note will be given by delivering it or
 deba hacerse al Deudor Hipotecario bajo este Pagare se hará mediante entrega o por correo de

by mailing it by first class mail to Borrower at the Property address below
 primera clase, dirigida al Deudor Hipotecario, a la dirección de la Propiedad abajo indicada

or at a different address if Borrower has given Lender a notice of Borrow-
 o a una dirección diferente, si el Deudor Hipotecario le ha notificado al Acreedor Hipoteca-

er's different address.-----
 rio de una dirección diferente.-----

Any notice that must be given to Lender under this Note will be given
 Cualquier notificación que se deba hacer al Acreedor Hipotecario bajo este Pagare le

by first class mail to Lender at the address stated in Paragraph 4(B) or at
 será hecha por correo de primera clase a la dirección expresada en el Párrafo 4(B) o a una

a different address if Borrower is given a notice of that different
 dirección diferente si al Deudor Hipotecario le ha sido notificada una dirección diferente.--

address.-----

9. If more than one person signs this Note, each person is fully and
 9. Si más de una persona firma este Pagare, cada una queda total y personalmente obligada

personally obligated to keep all of the promises made in this Note, includ-
 a cumplir todos los compromisos contraídos en este Pagare, incluyendo el de pagar la cantidad

ing the promise to pay the full amount owed. Any person who is a guaran-
 total adeudada. Cualquier persona que sea garantizadora, fiadora o endosante de este Pagare

tor, surety or endorser of this Note is also obligated to do these things.
 está también obligada a cumplir lo estipulado. Cualquier persona que asuma estas obligacio-

Any person who takes over these obligations, including the obligations of a
 nes, incluyendo las obligaciones de un garantizador, fiador o endosante de este Pagare, tam-

guarantor, surety or endorser of this Note, is also obligated to keep all
 bien esta obligada a cumplir todos los compromisos contraídos en el mismo. El Acreedor

of the promises made in this Note. Lender may enforce its rights under
 Hipotecario podrá hacer valer sus derechos bajo este Pagare en contra de cada persona indivi-

this Note against each person individually or against all signatories

dualmente o en contra de todos los signatarios conjuntamente. A cualquier suscribiente de
together. Any one person signing this Note may be required to pay all of
este Pagaré le podrá ser requerido el pago de todas las cantidades adeudadas bajo el mismo.
the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and cove-
AL SUSCRIBIR este Pagaré el Deudor Hipotecario acepta y está de acuerdo con los térmi-
nants contained in this Note.
nos y pactos contenidos en el mismo.

This Note is secured by a mortgage executed by Deed number 19
Este Pagaré está garantizado por Hipoteca constituida por la Escritura Número
of this same date before the subscribing Notary.
otorgada en esta misma fecha ante el Notario suscribiente.

In San Juan, , Puerto Rico, on January 30, , 200³
En , Puerto Rico, a de 20

ISLAND FINANCE PUERTO RICO, INC.
OFFICE TYPED NAME
Luis Rodriguez
WELLS FARGO HOME MORTGAGE, INC.
PAY TO THE ORDER OF
WITHOUT RECOURSE

JOSE JAVIER GOMEZ FALGAS

Borrower(s)
Deudor(es) Hipotecario(s)

Property Address
Dirección de la Propiedad
CONDOMINIO RIO VISTA I-183
CAROLINA, P.R. 00987

IDENTIFYING WITNESS

Affidavit Number 3924
Afidávit Número

Suscribed and acknowledged before me by JOSE JAVIER GOMEZ FALGAS,

Of legal age, single, property owners and
resident (s) of San Juan, Puerto Rico, and
as identifying witness, of legal age,
employee and resident of , Puerto Rico, whom I give
faith of personally know in , Puerto Rico, this 30th
days of January, 2003, whom I identified by driver's license.



Notary Public

THIS IS A PHOTOCOPY
OF THE ORIGINAL NOTE,
NO CHANGES OR ADDITIONS
HAVE BEEN MADE.



ESTUDIO DE TITULO

CASO PARA :PROFESSIONAL-TITLE-AND-ABSTRACT-OF-FLORIDA-
ATENCION : CAROL-WHITLOW-
CASO NUMERO :09-03697-PR-
REFERENTE :JOSE-J.-GOMEZ-FALGAS-
FINCA NUMERO :52554,-Inscrita-al-Folio-14-del-Tomo-1225-de-Carolina-
-Registro-de-Carolina,-Sección-II.-

DESCRIPCIÓN:

URBANA: PROPIEDAD-HORIZONTAL:-Apartamento-residencial-de-forma-irregular-localizado-en-la-tercera-planta-del-edificio-I-Condominio-Río-Vista,-localizado-en-el-Barrio-Hoyo-Mulas-del-término-municipal-de-Carolina,-Puerto-Rico,-el-cual-se-describe-en-la-Escritura-Matriz-de-Dedicación-al-Régimen-de-Propiedad-Horizontal-con-el-número,-área-y-colindancias-que-se-relacionan-a-continuación:- Apartamento-número-183.- Área-del-apartamento:- 1089.20-pies-cuadrados,-equivalentes-a-101.22-metros-cuadrados.-En-lindes-por-el-Norte,-en-18'-1"-con-espacio-abierto;-por-el-Sur,-en-21'-10"-con-espacio-abierto;-por-el-Este,-en-36'-5"-con-pared-medianera-que-lo-separa-del-apartamento-número-193;-y-por-el-Oeste,-en-37'-8"-con-pared-medianera-que-lo-separa-del-apartamento-número-173-y-área-de-escaleras-que-da-acceso-al-edificio.- Tiene-su-puerta-de-entrada-y-salida-por-su-lado-Oeste-que-da-al-área-del-pasillo-que-conduce-a-la-escalera-que-brinda-acceso-al-edificio-y-además-tiene-puerta-de-salida-por-su-lado-Sur-que-le-provee-acceso-al-balcón.- Consta-de-balcón,-sala-comedor,-una-habitación-dormitorio-con-un-closet-en-su-interior,-un-pasillo-que-brinda-acceso-a-las-siguientes-áreas:-cocina,-un-closet-pequeño,-área-de-lavandería,-un-baño-completo-de-uso-general,-una-habitación-dormitorio-con-un-closet-en-su-interior-y-una-habitación-dormitorio-principal-(master-room)-en-la-cual-ubican-un-área-de-walk-in-closet-y-un-baño-completo,-en-dicha-habitación-tiene-una-puerta-de-salida-que-le-provee-acceso-al-área-de-balcón.- Le-corresponde-a-este-apartamento-dos-espacios-de-estacionamiento-identificados-con-los-números-152-y-153.- A-este-apartamento-le-corresponde-una-participación-en-los-elementos-comunes-del-Condominio-de-0.0064281%.-

TRACTO:

Se-separa-de-la-finca-número-52428,-inscrita-al-folio-38-vuelto-del-tomo-1222-de-Carolina,-a-favor-de-G.M.-Builders-S.E.

DOMINIO:

Consta-inscrita-a-favor-de-JOSE-JAVIER-GOMEZ-FALGAS-(soltera),-quien-adquiere-por-compra-a-Elliott-Neftali-Gómez-Rivera-(soltera),-por-la-suma-de-\$115,000.00,-según-escritura-número-18,-otorgada-en-San-Juan,-el-30-de-enero-del-2003,-ante-el-notario-Rosario-González-Rosa.-Inscrita-al-folio-móvil-del-tomo-1326-de-Carolina.-Inscripción-segunda.-

CASO:-09-03697-PR-
FINCA:-52554-
PAGINA:-2-

GRAVÁMENES:

Afecta-por-su-procedencia-a:-
Servidumbre- a favor- de- la- Autoridad- de- Energía- Eléctrica,- Autoridad- de- Acueductos- y-
Alcantarillados,-Puerto-Rico-Telephone-Company,-Condiciones-Restrictivas,-Servidumbre-a-favor-
de-la-Central-Victoria-Inc.,-y-Finca-número-25443.-

Por-sí-a:

HIPOTECA:

Constituída-por-José-Javier-Gómez-Falgas-(soltero),-en-garantía-de-un-pagaré-a-favor-de-ISLAND-
FINANCE-PUERTO-RICO,-o-a-su-orden,-por-la-suma-de-\$112,412.00,-sus-intereses-al-6%-anual-y-
vencedera-el-1-de-febrero-del-2033,-según-escritura-número-19,-otorgada-en-San-Juan,-el-30-de-
enero-del-2003,-ante-el-notario-Rosario-González-Rosa.--Inscrita-al-folio-móvil-del-tomo-1326-de-
Carolina.-Inscripción-segunda.-

HIPOTECA:

Constituída-por-José-Javier-Gómez-Falgas,-casado-con-Mariely-García-Ruiz,-en-garantía-de-un-
pagaré-a-favor-de-FEMBI,-por-la-suma-de-\$31,857.00,-con-intereses-al-9.95%-anual-y-vencedero-el-
1-de-abril-del-2021,-según-escritura-número-10,-otorgada-en-San-Juan,-el-15-de-marzo-del-2006,-
ante-la-notario-Ana-M.-Leal-Gambas.-Inscrita-al-folio-67-del-tomo-1391-(ágora)-de-Carolina.-
Inscripción-tercera.

REVISADOS:-Libro-de-Embargos,-Sentencias,-Embargos-Federales-y-Bitácora-Electrónica,-a-10-
de-febrero-del-2009.-

-L.J.N.-TITLE-SEARCH-COMPANY-INC.-

—APARTADO-4511-

—CAROLINA,-PUERTO-RICO-00984-

Tel.-(787)-791-5381-/Fax-(787)-4791-5304-

Por:

OFICIAL-AUTORIZADO-

DJM/rrb PD32

ADVERTENCIA: El-presente-informe-representa-la-realidad-registral-según-la-información-contenida-en-los-Registros-
Oficiales-del-Registro-de-la-Propiedad.-La-bitácora-electrónica-no-es-un-libro-oficial-del-Registro,-por-lo-tanto-no-somos-
responsables-de-errores-u-omisiones-en-su-contenido.-

Department of Defense Manpower Data Center

Sep-02-2010 08:41:36



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
GOMEZ FALGAS	JOSE JAVIER	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:FNCFE600I7